

COURTNEY CULWELL HILL

cchill@grsm.com

SHANNON L. ERNSTER

sernster@grsm.com

HELA VAKNIN

[hvakin@grsm.com](mailto:hvaknin@grsm.com)

GORDON REES SCULLY MANSUKHANI, LLP

633 West Fifth Street, 52nd Floor

Los Angeles, California 90071

Telephone: (213) 576-5000

Facsimile: (213) 680-4470

Attorneys for Defendant

NATIONAL RAILROAD PASSENGER

CORPORATION d/b/a AMTRAK

JONATHAN A. STIEGLITZ (SBN 278028)

Jonathan@stieglitzlaw.com

THE LAW OFFICES OF

JONATHAN A. STIEGLITZ

11845 W. Olympic Blvd., Suite 800

Los Angeles, California 90064

Telephone: (323) 979-2063

Facsimile: (323) 488-6748

Attorney for Plaintiff

KEITH FEDER, M.D., INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

KEITH FEDER, M.D., INC.,

Plaintiff,

vs.

NATIONAL RAILROAD
PASSENGER CORPORATION d/b/a
AMTRAK COMPANY, et al.,

Defendants.

Case No. 2:24-cv-08084-RGK-JC
Magistrate Judge:
Jacqueline Chooljian

STIPULATED PROTECTIVE
ORDER

[CHANGES MADE BY COURT
TO CAPTION AND
PARAGRAPHS 1, 5.2, 7.1]

1
2 1. A. PURPOSES AND LIMITATIONS

3 Discovery in this action will involve the production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may
6 be warranted. Accordingly, Plaintiff Keith Feder, M.D., Inc. (“Plaintiff”) and
7 Defendant National Railroad Passenger Corporation d/b/a Amtrak (“Defendant”)
8 (Plaintiff and Defendant are collectively referred to herein as the “Parties”) hereby
9 stipulate to and petition the Court to enter the following Stipulated Protective Order.

10 This Protective Order shall govern any record of information produced in this
11 action and designated pursuant to this Protective Order, including all designated
12 deposition testimony, all designated deposition exhibits, interrogatory answers,
13 admissions, documents and other discovery materials, whether produced informally
14 or in response to interrogatories, requests for admissions, requests for production of
15 documents or other formal methods of discovery.

16 This Protective Order shall also govern any designated record of information
17 produced in this action pursuant to required disclosures under any federal procedural
18 rule or local rule of the Court and any supplementary disclosures thereto.

19 This Protective Order shall apply to the Parties and to any nonparty from
20 whom discovery may be sought who confirms in writing that it desires the
21 protection of this Protective Order.

22 Further, as set forth in Section 12.3, below, this Protective Order does not
23 entitle the parties to file confidential information under seal. Rather, when the
24 parties seek permission from the court to file material under seal, the parties must
25 comply with Civil Local Rule 79-5 and with any pertinent orders of the assigned
26 District Judge and Magistrate Judge.

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1 B. GOOD CAUSE STATEMENT

2 This action arises out of a dispute between Plaintiff and Defendant regarding
3 payment for medical services rendered by Plaintiff to multiple patients (“Patients”)
4 enrolled in a health benefit plan funded and sponsored by Defendant.

5 In light of the nature of the claims and allegations in this case and the parties’
6 representations that discovery in this case will involve the production of confidential
7 records, including personal health information of the Patients and information
8 regarding the medical services provided to the Patients, and in order to expedite the
9 flow of information, to facilitate the prompt resolution of disputes over
10 confidentiality of discovery materials, to adequately protect information the Parties
11 are required and/or entitled to keep confidential, to ensure that the Parties are
12 permitted reasonable necessary uses of such material in connection with this action,
13 to address their handling of such material at the end of the litigation, and to serve the
14 ends of justice, a protective order for such information is justified in this matter.
15 The Parties shall not designate any information/documents as confidential without a
16 good faith belief that such information/documents have been maintained in a
17 confidential, non-public manner, and that there is good cause or a compelling reason
18 why it should not be part of the public record of this case.

19 2. DEFINITIONS

20 2.1 Action: The instant action: *Keith Feder, M.D., Inc. v. National*
21 *Railroad Passenger Corporation d/b/a Amtrak*, United States District Court, Central
22 District of California, Case No. 2:24-cv-08084-RGK-JC.

23 2.2 Challenging Party: a Party or Non-Party that challenges the
24 designation of information or items under this Order.

25 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
26 how it is generated, stored or maintained) or tangible things that qualify for
27 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
28 the Good Cause Statement.

1 The term Confidential Information shall include confidential or proprietary
2 technical, scientific, financial, business, health, or medical information designated as
3 “CONFIDENTIAL” by the producing party.

4 The term “Confidential Health Information” shall constitute a subset of
5 Confidential Information, and shall be designated as “CONFIDENTIAL” and
6 subject to all other terms and conditions governing the treatment of Confidential
7 Information. Confidential Health Information shall mean information supplied in
8 any form, or any portion thereof, that identifies an individual or subscriber in any
9 manner and relates to the past, present, or future care, services, or supplies relating
10 to the physical or mental health or condition of such individual or subscriber, the
11 provision of health care to such individual or subscriber, or the past, present, or
12 future payment for the provision of health care to such individual or subscriber.
13 Confidential Health Information shall include, but is not limited to, claim data,
14 claim forms, grievances, appeals, or other documents or records that contain any
15 patient health information required to be kept confidential under any state or federal
16 law, including 45 C.F.R. Parts 160 and 164 promulgated pursuant to the Health
17 Insurance Portability and Accountability Act of 1996 (see 45 C.F.R. §§ 164.501 &
18 160.103), and the following subscriber, patient, or member identifiers:

- 19 a. names;
- 20 b. all geographic subdivisions smaller than a State, including street
21 address, city, county, precinct, and zip code;
- 22 c. all elements of dates (except year) for dates directly related to an
23 individual, including birth date, admission date, discharge date, age, and date
24 of death;
- 25 d. telephone numbers;
- 26 e. fax numbers;
- 27 f. electronic mail addresses;
- 28 g. social security numbers;

- h. medical record numbers;
- i. health plan beneficiary numbers;
- j. account numbers;
- k. certificate/license numbers;
- l. vehicle identifiers and serial numbers, including license plate numbers;
- m. device identifiers and serial numbers;
- n. web universal resource locators (“URLs”);
- o. internet protocol (“IP”) address numbers;
- p. biometric identifiers, including finger and voice prints;
- q. full face photographic images and any comparable images; and/or
- r. any other unique identifying number, characteristic, or code.

2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”

Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items, the disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.”

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

1 2.9 House Counsel: attorneys who are employees of a Party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.10 Non-Party: any natural person, partnership, corporation, association, or
5 other legal entity not named as a Party to this action.

6 2.11 Outside Counsel of Record: attorneys who are not employees of a
7 Party to this Action but are retained to represent or advise a Party to this Action and
8 have appeared in this Action on behalf of that Party or are affiliated with a law firm
9 which has appeared on behalf of that Party, and includes support staff.

10 2.12 Party: any Party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.14 Professional Vendors: persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.15 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
21 ATTORNEYS’ EYES ONLY.”

22 2.16 Receiving Party: a Party that receives Disclosure or Discovery
23 Material from a Producing Party.

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or
28 compilations of Protected Material; and (3) any deposition testimony, conversations,

1 or presentations by Parties or their Counsel that might reveal Protected Material,
2 other than during a court hearing or at trial.

3 Any use of Protected Material during a court hearing or at trial shall be
4 governed by the orders of the presiding judge. This Order does not govern the use
5 of Protected Material during a court hearing or at trial.

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations
8 imposed by this Order shall remain in effect until a Designating Party agrees
9 otherwise in writing or a court order otherwise directs. Final disposition shall be
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
11 or without prejudice; and (2) final judgment herein after the completion and
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
13 including the time limits for filing any motions or applications for extension of time
14 pursuant to applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under
18 this Order must take care to limit any such designation to specific material that
19 qualifies under the appropriate standards. The Designating Party must designate for
20 protection only those parts of material, documents, items, or oral or written
21 communications that qualify so that other portions of the material, documents,
22 items, or communications for which protection is not warranted are not swept
23 unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations
25 that are shown to be clearly unjustified or that have been made for an improper
26 purpose (e.g., to unnecessarily encumber the case development process or to impose
27 unnecessary expenses and burdens on other parties) may expose the Designating
28 Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in
5 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
7 under this Order must be clearly so designated before the material is disclosed or
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic
11 documents, but excluding transcripts of depositions), that the Producing Party affix
12 at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL --
13 ATTORNEYS' EYES ONLY" to each page that contains protected material. If
14 only a portion or portions of the material on a page qualifies for protection, the
15 Producing Party also must clearly identify the protected portion(s) (e.g., by making
16 appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection
18 need not designate them for protection until after the inspecting Party has indicated
19 which documents it would like copied and produced. During the inspection and
20 before the designation, all of the material made available for inspection shall be
21 deemed "CONFIDENTIAL." After the inspecting Party has identified the
22 documents it wants copied and produced, the Producing Party must determine which
23 documents, or portions thereof, qualify for protection under this Order. Then,
24 before producing the specified documents, the Producing Party must affix the
25 "CONFIDENTIAL", or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES
26 ONLY" legend to each page that contains Protected Material. If only a portion or
27 portions of the material on a page qualifies for protection, the Producing Party also

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1 must clearly identify the protected portion(s) (e.g., by making appropriate markings
2 in the margins).

3 (b) for testimony given in depositions that the Designating Party identifies
4 on the record, before the close of the deposition as protected testimony.

5 (c) for information produced in some form other than documentary and
6 for any other tangible items, that the Producing Party affix in a prominent place on
7 the exterior of the container or containers in which the information is stored the
8 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’
9 EYES ONLY.” If only a portion or portions of the information warrants protection,
10 the Producing Party, to the extent practicable, shall identify the protected portion(s).

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
12 failure to designate qualified information or items does not, standing alone, waive
13 the Designating Party’s right to secure protection under this Order for such material.
14 Upon timely correction of a designation, the Receiving Party must make reasonable
15 efforts to assure that the material is treated in accordance with the provisions of this
16 Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
19 designation of confidentiality at any time that is consistent with the Court’s
20 Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
22 resolution process under Local Rule 37-1 et seq.

23 6.3 The burden of persuasion in any such challenge proceeding shall be on
24 the Designating Party. Frivolous challenges, and those made for an improper
25 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
26 parties) may expose the Challenging Party to sanctions. Unless the Designating
27 Party has waived or withdrawn the confidentiality designation, all Parties shall
28 continue to afford the material in question the level of protection to which it is

1 entitled under the Producing Party's designation until the Court rules on the
2 challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this
6 Action only for prosecuting, defending, or attempting to settle this Action and for no
7 other action. A Receiving Party shall hold such information received from the
8 disclosing Party in confidence, shall not use it for any business or other commercial
9 purpose, shall not use it for filing or prosecuting any patent application (of any type)
10 or patent reissue or reexamination request, and shall not disclose it to any person,
11 except as hereinafter provided. Confidential information marked as
12 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" may be used by a Receiving
13 Party solely for the purpose of conducting this Action and not for any other purpose
14 whatsoever. Protected Material may be disclosed by a Receiving Party only to the
15 categories of persons and under the conditions described in this Order. When the
16 Action has been terminated, a Receiving Party must comply with the provisions of
17 Section 13 below.

18 All documents, including attorney notes and abstracts, which contain another
19 Party's Confidential Information, shall be handled by a Receiving Party as if they
20 were designated pursuant to Paragraph 5.

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under this Order.

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated
27 "CONFIDENTIAL" only to:

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1 (a) the Receiving Party's Outside Counsel of Record in this Action, as
2 well as employees of said Outside Counsel of Record (excluding experts and
3 investigators) to whom it is reasonably necessary to disclose the information for this
4 Action;

5 (b) the officers, directors, and employees (including House Counsel) of
6 the Receiving Party to whom disclosure is reasonably necessary for this Action;

7 (c) Experts (as defined in this Order) of the Receiving Party to whom
8 disclosure is reasonably necessary for this Action and who have signed the
9 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

10 (d) the court and its personnel;

11 (e) private court reporters and their staff to whom disclosure is reasonably
12 necessary for this Action and who have signed the "Acknowledgment and
13 Agreement to Be Bound" (Exhibit A);

14 (f) professional jury or trial consultants, mock jurors, and Professional
15 Vendors to whom disclosure is reasonably necessary for this Action and who have
16 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

17 (g) the author or recipient of a document containing the information or a
18 custodian or other person who otherwise possessed or knew the information;

19 (h) during their depositions, witnesses, and attorneys for witnesses, in the
20 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
21 requests that the witness sign the "Acknowledgment and Agreement to Be Bound"
22 (Exhibit A); and (2) they will not be permitted to keep any confidential information
23 unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A),
24 unless otherwise agreed by the Designating Party or ordered by the court. Pages of
25 transcribed deposition testimony or exhibits to depositions that reveal Protected
26 Material may be separately bound by the court reporter and may not be disclosed to
27 anyone except as permitted under this Protective Order;

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1 (i) Stenographers and videographers engaged to transcribe or record
2 depositions conducted in this action provided that such individuals agree in writing,
3 in the form attached at Appendix A, to be bound by the terms of this Order; and

4 (j) any mediator or settlement officer, and their supporting personnel,
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
7 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
8 writing by the Designating Party, a Receiving Party may disclose any information or
9 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
10 to:

11 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
12 as employees of said Outside Counsel of Record (excluding experts and
13 investigators) to whom it is reasonably necessary to disclose the information for this
14 Action;

15 (b) House Counsel;

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (d) the court and its personnel;

20 (e) private court reporters and their staff to whom disclosure is reasonably
21 necessary for this Action and who have signed the “Acknowledgment and
22 Agreement to Be Bound” (Exhibit A);

23 (f) the author or recipient of a document containing the information; and

24 (g) any mediator or settlement officer, and their supporting personnel,
25 mutually agreed upon by any of the parties engaged in settlement discussions.

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1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
2 PRODUCED IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
6 ONLY,” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification
8 shall include a copy of the subpoena or court order unless prohibited by law;

9 (b) promptly notify in writing the party who caused the subpoena or order
10 to issue in the other litigation that some or all of the material covered by the
11 subpoena or order is subject to this Protective Order. Such notification shall include
12 a copy of this Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be
14 pursued by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order shall not produce any information designated in this
17 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’
18 EYES ONLY” before a determination by the court from which the subpoena or
19 order issued, unless the Party has obtained the Designating Party’s permission, or
20 unless otherwise required by the law or court order. The Designating Party shall
21 bear the burden and expense of seeking protection in that court of its confidential
22 material and nothing in these provisions should be construed as authorizing or
23 encouraging a Receiving Party in this Action to disobey a lawful directive from
24 another court.

25 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced by a
28 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY

CONFIDENTIAL -- ATTORNEYS' EYES ONLY." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If a Non-Party represented by counsel fails to commence the process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and accompanying information or fails contemporaneously to notify the Receiving Party that it has done so, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If an unrepresented Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court unless otherwise required by the law or court order. Absent a court order to the

contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the Parties may incorporate their agreement into this Stipulated Protective Order.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. No Party waives any right it otherwise would have to object to disclosing or producing any information or item

1 on any ground not addressed in this Stipulated Protective Order. Similarly, no Party
2 waives any right to object on any ground to use in evidence of any of the material
3 covered by this Stipulated Protective Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
6 orders of the assigned District Judge and Magistrate Judge. Protected Material may
7 only be filed under seal pursuant to a court order authorizing the sealing of the
8 specific Protected Material at issue. If a Party's request to file Protected Material
9 under seal is denied by the court, then the Receiving Party may file the information
10 in the public record unless otherwise instructed by the court.

11 13. FINAL DISPOSITION

12 After the final disposition of this Action, as defined in Section 4, within 60
13 days of a written request by the Designating Party, each Receiving Party must return
14 all Protected Material to the Producing Party or destroy such material. As used in
15 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
16 summaries, and any other format reproducing or capturing any of the Protected
17 Material. Whether the Protected Material is returned or destroyed, the Receiving
18 Party must submit a written certification to the Producing Party (and, if not the same
19 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
20 (by category, where appropriate) all the Protected Material that was returned or
21 destroyed and (2) affirms that the Receiving Party has not retained any copies,
22 abstracts, compilations, summaries or any other format reproducing or capturing any
23 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
24 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
25 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
26 reports, attorney work product, and consultant and expert work product, even if such
27 materials contain Protected Material. Any such archival copies that contain or

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1 constitute Protected Material remain subject to this Protective Order as set forth in
2 Section 4.

3 14. VIOLATION

4 Any violation of this Order may be punished by any and all appropriate
5 measures including, without limitation, contempt proceedings and/or monetary
6 sanctions at the discretion of the Court.

7
8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9
10 Dated: November 26, 2024

GORDON REES SCULLY
MANSUKHANI, LLP

11
12 By: /s/ Shannon L. Ernster
13 Courtney C. Hill
14 Shannon L. Ernster
15 Hela Vaknin
16 Attorneys for Defendant
17 NATIONAL RAILROAD PASSENGER
18 CORPORATION d/b/a AMTRAK

19
20 Dated: November 26, 2024

THE LAW OFFICES OF
JONATHAN A. STIEGLITZ

21 By: /s/ Jonathan A. Stieglitz
22 Jonathan A. Stieglitz
23 Attorney for Plaintiffs
24 KEITH FEDER, M.D., INC.

25
26 IT IS SO ORDERED AS MODIFIED.

27
28 DATED: December 2, 2024

/s/
Honorable Jacqueline Chooljian
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____[print or type full address], declare under penalty of perjury that
I have read in its entirety and understand the Protective Order that was issued by the
United States District Court for the Central District of California on December 2,
2024 in the case of *Keith Feder, M.D., Inc. v. National Railroad Passenger
Corporation d/b/a Amtrak, United States District Court, Central District of
California, Case No. 2:24-cv-08084-RGK-JC*. I agree to comply with and to be
bound by all the terms of this Protective Order and I understand and acknowledge
that failure to so comply could expose me to sanctions and punishment in the nature
of contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full name] of
_____[print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____